

AN ORDINANCE approving CONTRACT 230-92, STREET LIGHTING MAINTENANCE & UNIT PRICE between T & F CONSTRUCTION CORP. OF INDIANA and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That CONTRACT 230-92, STREET LIGHTING MAINTENANCE & UNIT PRICE by and between T & F CONSTRUCTION CORP. OF INDIANA and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, for:

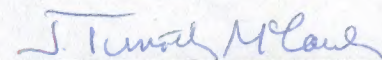
1. RELAMPING UNIT - to consist of 1 person and bucket type line truck suitably equipped for relamping and maintenance work. 2. TWO MAINTENANCE CREWS - to consist of 3 or more member crew equipped to perform maintenance, repair and construction on underground and overhead street light system including a pickup truck, line truck with boom and earth auger and a bucket truck w/50 foot working height available for use at all times. 3. TROUBLE SHOOTING UNIT - to consist of 1 person and 1 truck which should be available at all times to handling accidents and emergencies. 4. UNIT PRICE ITEMS - Unit price list for street light construction;

the contract price is specified in the bid proposal and other contract documents, all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Resolution are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Council Member

APPROVED AS TO FORM AND LEGALITY

  
J. Timothy McCaulay, City Attorney



	I & F CONSTRUCTION		I & F CONSTRUCTION			I & F CONSTRUCTION			I & F CONSTRUCTION		
	1989	1990	1991	1992		1993	1994		1993	1994	
	12-1-88 to 11-30-89	12-1-89 to 11-30-90	12-1-90 to 11-30-91	12-1-91 to 11-30-92	12-1-92 to 11-30-93	12-1-93 to 11-30-94					
	(+4.5%)	(+4.5%)	(+4.2%)	(+4.2%)	(5%)	(5%)					
RELAMPING UNIT (PER HOUR)	39.25	41.02	40.13	41.74	53.00	55.65	32.07%				
RELAMPING UNIT (PER HOUR O.T.-SUN & HOLIDAY)	57.00	59.57	58.00	60.32	69.00	72.45	18.97%				
RELAMPING UNIT (PER HOUR O.T.-SAT & WEEKDAY)	45.00	47.03	46.00	47.84	55.00	57.75	19.57%				
MAINTENANCE UNIT (PER HOUR)	106.00	110.77	113.00	117.52	135.00	141.75	19.47%				
MAINTENANCE UNIT (PER HOUR O.T.-SUN & HOLIDAY)	141.00	147.35	144.00	149.76	172.00	180.60	19.44%				
MAINTENANCE UNIT (PER HOUR O.T.-SAT & WEEKDAY)	112.00	117.04	115.00	119.60	124.00	130.20	7.83%				
TROUBLE SHOOTING VEHICLE W/ OPERATOR (PER HOUR)	57.00	59.57	55.00	60.32	69.00	72.45	18.97%				
TROUBLE SHOOTING VEHICLE (EQUIPMENT ONLY PER HOUR)	6.50	6.79	6.80	7.07	8.00	8.40	17.65%				
TROUBLE SHOOTING VEHICLE (EQUIPMENT ONLY PER MONTH)	546.00	570.57	578.00	601.12	691.00	725.55	19.55%				
FOREMAN/LINEMAN PER HOUR			29.40	30.58	35.10	36.86	19.39%				
JOURNEYMAN/LINEMAN PER HOUR			27.80	28.91	33.20	34.86	19.42%				
EQUIPMENT OPERATOR PER HOUR			21.70	22.57	25.90	27.20	19.35%				
GROUNDMAN PER HOUR			17.60	18.30	21.00	22.05	19.32%				
LINE TRUCK PER HOUR			24.00	24.96	29.00	30.45	20.83%				
AIR COMPRESSOR PER HOUR	12.00	12.54	12.00	12.48	15.00	15.75	25.00%				
SACKHOE W/ FRONT ENDLOADER PER HOUR	20.00	20.90	20.00	20.80	31.00	32.55	55.00%				
MATERIAL/CABLE TRAILER PER HOUR	4.00	4.18	4.00	4.16	4.00	4.20	0.00%				
ELECTRIC WELDER PER HOUR	11.50	12.02	11.50	11.96	13.00	13.65	13.04%				
2 IN TO 3 IN PUMP PER HOUR	8.00	8.36	8.00	8.32	9.00	9.45	12.50%				
POLE TRAILER PER HOUR	4.00	4.18	4.00	4.16	4.50	4.73	12.50%				
TRENCHING MACHINE PER HOUR	16.50	17.24	16.50	17.16	18.00	18.90	9.09%				
EARTH SAW PER HOUR	32.00	33.44	32.00	33.26	45.00	47.25	40.63%				
1/2 TO 3/4 TON PICKUP TRUCK PER HOUR	4.50	4.70	4.50	4.68	5.00	5.25	11.11%				
TRUCK W/ BOOM AND BUCKET PER HOUR	20.00	20.90	20.00	20.80	27.50	28.88	37.50%				
TRUCK - FLAT BED W/ WINCH PER HOUR	11.00	11.50	11.00	11.44	12.00	12.60	9.09%				
TRUCK - FLAT BED W/O WINCH PER HOUR	8.00	8.36	8.00	8.32	9.00	9.45	12.50%				
LINE TRUCK W/ WINCH PER HOUR	13.00	13.59	13.00	13.52	14.00	14.70	7.69%				
TRUCK MOUNTED AUGER OR BORING MACHINE PER HOUR	32.00	33.44	32.00	33.28	38.00	39.90	18.75%				
TRUCK W/ BUCKET PER HOUR	25.00	26.13	25.00	26.00	27.50	28.88	10.00%				
TRENCHER W/ HORIZ. BORING MACHINE PER HOUR	18.00	18.81	18.00	18.72	19.00	19.95	5.56%				
TRACTOR SACKHOE W/ BORING OR PUSHING MACHINE P.H.	22.00	22.99	22.00	22.88	26.00	27.30	18.18%				
CHIPPER TRUCK & CHIPPER PER HOUR	14.00	14.63	14.00	14.56	24.00	25.20	71.43%				
HYDRAULIC PIPE PUSHER PER HOUR	5.00	5.23	5.00	5.20	5.50	5.78	10.00%				
5 CU. YD. DUMP TRUCK PER HOUR	16.00	16.72	16.00	16.64	18.00	18.90	12.50%				
PAYMENT BOND PER MONTH			10.00	10.00	20.00	20.00					

## CITY OF FORT WAYNE

"Contractor," and the City of Fort Wayne, Allen County, Indiana, a municipal corporation acting by and through its Board of Public Works hereinafter called the "owner;"

THAT the Contractor and the Owner for the consideration stated herein agree as follows:

## SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendable equipment, transportation, services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the maintenance of the street lighting system of the City of Fort Wayne in furnishing equipment and materials on a unit price hereinafter specified in the specifications and other contract documents which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituted a part hereof.

This contract is included for bidders' reference and may be modified prior to award pending a review currently underway by the City's Legal Department.

## ARTICLE II.

### COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if set out verbatim herein or if not attached as if hereto attached.

- 1.) Notice to Bidders.
- 2.) Instructions to Bidders
- 3.) Specifications
- 4.) Proposal Form.
- 5.) Form 96
- 6.) Statement of Experience and Electrical Maintenance.
- 7.) Performance Bond.
- 8.) Payment Bond
- 9.) This Contract.
- 9.) Insurance Certificates.
- 10.) EEO/AA Documents (2) Exhibit "D."

## ARTICLE III.

### THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as bid by the successful bidder as follows (the unit prices in the bid proposal consisting of thirteen pages are hereby incorporated herein by reference):

#### ARTICLE IV.

##### TERM OF THE CONTRACT

This contract shall remain in force from the 1st day of December, 1992, until the 30th day of November, 1994, unless cancelled by the City for lack of performance, lack of cooperation, substandard workmanship, non-payment of creditors or for the convenience of the owner.

#### ARTICLE V.

##### INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide workers' compensation insurance and public liability and property damage insurance under the terms and conditions set forth in the General Specifications and Covenants and agrees to hold the Owner harmless from all suits and damages, as more specifically set out and provided in said General Specifications.

#### ARTICLE VI.

##### ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this contract or sublet any part of the work empowered in it, except with the written consent of Owner.

#### ARTICLE VII.

##### APPROVAL OF CONTRACT

This contract although executed on behalf of the owner by its Mayor and Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have been first approved by the Common Council of the City of Fort Wayne

and should the Common Council of the City fail to approve the same within thirty (30) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned for itself binds itself and its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto have set our hands and seals on the day and year first above written.

**CONTRACTOR**

T & F Construction Corp. of Indiana  
BY: Arthur L. Holland II  
Arthur L. Holland II, Vice-President

**CITY OF FORT WAYNE INDIANA**

BY: Paul Helmke  
Paul Helmke, Mayor

**BOARD OF PUBLIC WORKS**

BY: Chuck E. Layton  
Chuck E. Layton  
Director of Public Works

BY: Katherine Carrier  
Katherine Carrier  
Board Member

BY: C. James Owen  
C. James Owen  
Board Member

**APPROVED AS TO FORM  
AND LEGALITY**

J. Timothy McCaulay  
J. Timothy McCaulay, City Attorney

**E.B.E. RIDER**

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as "Owner", and T & F Construction Corp. of Indiana, hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, Contractor is the apparent low bidder on construction project commonly referred to as the Street Light Maintenance and Unit, Price Contract which project was bid under Resolution Number 230-92; and

WHEREAS, Contractor agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as "E.B.E.'s" as subcontractors on this project is 10\* % of the contract amount; and \*10% of all Unit Price work assigned by City of Fort Wayne under this Contract.

WHEREAS, Owner has, pursuant to Executive Order 90-01, adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order; and

WHEREAS, said Executive Order states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure the services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will provide a written description of the effort taken to comply with the participation goals."

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditions Award. Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, Owner awards the construction contract to the Contractor.
  2. E.B.E. Retainage Requirement. If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain ten percent (10%) of the total amount owing to insure satisfactory completion of the contract and to insure contractor's compliance with this E.B.E. Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the contract has made a good faith effort to subcontract 10\*% of the contract amount to emerging business enterprises, the contractor will be paid in full. In the event there is a determination that good faith compliance with this E.B.E. Rider has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this E.B.E. Rider will be made.
- If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the
- \*10% of all Unit Price Work assigned by City of Fort Wayne under this Contract.



CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver. If at the time final payment application is made, contractor has not attained the 10\*% E.B.E. goal, contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 10\*% E.B.E. goal.

4. Determination of Waiver Requests. The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said Requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.

5. Good Faith Per Se. In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have been subcontracted for every sub-contract for which there are qualified E.B.E.'s available.

6. Consequence of noncompliance. In the event the Board of Public Works approves a recommendation that contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 10\*% and the percentage level met. Said amount shall be added to the City of Fort Wayne

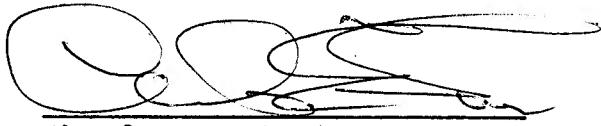
\*10% of all Unit Price Work assigned by City of Fort Wayne under this Contract.

E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.

7. Waiver approved. In the event the Board of Public Works determines that a good faith effort to comply with this E.B.E. Rider has been made, the contract shall not be reduced, and the balance owing to the contractor shall be paid in full.

IN WITNESS WHEREOF, the parties have executed this E.B.E. Rider this 14 day of October, 1992.

T & F Construction Corp. of Indiana  
By: Arthur L. Holland II  
Contractor Vice President  
Arthur L. Holland II

By: Board of Public Works  
  
Charles E. Layton

Katherine Carrier  
Katherine Carrier, Member

C. James Owen  
C. James Owen, Member

ATTEST: Patricia J. Crick Patricia J. Crick, Clerk

Read the first time in full and on motion by Dir Jantz,  
seconded by \_\_\_\_\_, and duly adopted, read the second time by  
title and referred to the Committee on General (and the  
City Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Common Council Conference Room 128, City-County  
Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 10-28-92

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Dir Jantz,  
seconded by \_\_\_\_\_, and duly adopted, placed on its passage.  
PASSED ~~lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 11-10-92

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE - RESOLUTION NO. 1-192-92

on the 10th day of November, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 12th day of November, 1992  
at the hour of 1:00 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 17th day of November,  
1992, at the hour of 8:15 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract 230-92, Street Lighting Maintenance & Unit Price

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract 230-92, is for the following:

1. RELAMPING UNIT - to consist of 1 person and bucket type line truck suitably equipped for relamping and maintenance work. 2. TWO MAINTENANCE CREWS - to consist of 3 or more member crew equipped to perform maintenance, repair and construction on underground and overhead street light system including a pickup truck, line truck with boom and earth auger and a bucket truck w/50 foot working height available for use at all times. 3. TROUBLE SHOOTING UNIT - to consist of 1 person and 1 truck which should be available at all times to handling accidents and emergencies. 4. UNIT PRICE ITEMS - Unit price list for street light construction. T & F Construction Corporation of Indiana is the contractor.

EFFECT OF PASSAGE: Maintenance of City Street Lights

EFFECT OF NON PASSAGE:

*J-92-10-39*

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS)

ASSIGNED TO COMMITTEE:

BILL NO. S-92-10-39

REPORT OF THE COMMITTEE ON  
FINANCE

MARK E. GiaQUINTA, CHAIR  
DONALD J. SCHMIDT, VICE CHAIR  
EDMONDS, RAVINE

*Comm*  
*11-10-92*

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT  
230-92, STREET LIGHTING MAINTENANCE & UNIT PRICE between T & F  
CONSTRUCTION CORP. OF INDIANA and the City of Fort Wayne, Indiana  
in connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*251*  
*C. J. Edmonds*  
*Edmonds*

DATED:

*11-12-92*

Sandra E. Kennedy  
City Clerk